

August 6, 2004

TO: ALL CONSULTANTS

RE: EOI Based Selection of Engineering Consultant  
Order For Professional Services No. 2052  
Design of Tremley Point Connector Road Project  
Borough of Carteret, Middlesex County  
City of Linden, Union County

Dear Consultant:

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) from engineering firms prequalified and eligible in Profile Code A090 "New Bridges" and Profile Code A251 "Arterials Other Than Fully Controlled Access Highways" for professional services associated with the referenced project. This project has been classified as a "Complex Project".

Attached is a list of all consultants currently prequalified to submit an EOI for the above referenced assignment.

The Interchange 12 Improvements program is comprised of three separate projects, namely the Interim Improvements project, the Final Improvements project and the Tremley Point Connector Road project. The design of the Interim Improvements project is scheduled to be completed by September 2004. The Authority awarded Order For Professional Services No. 2048 for the Design of the Interchange No. 12 Final Improvements project at its July 2004 Commission Meeting. This solicitation is for the final design and preparation of construction contract documents and other ancillary activities and services required for the Tremley Point Connector Road project. Details of the project and required services may be found in the "Attachment to EOI Solicitation," included with this RFEOI. Consultants' Expressions of Interest shall thoroughly convey their understanding of the services required by this OPS and the Tremley Point Connector Road project.

Throughout this RFEOI the terms, "Consultant" and/or "Consulting Firm," shall mean the Consultant and its subconsultant(s) that jointly comprise the team to be used for this assignment.

In accordance with the Authority's current procedure, an RFEOI posting notification letter, which advises Consultants that the RFEOI has been posted on the Internet, will be sent to Consultants currently prequalified and eligible for this assignment.

The Interim Improvements project involves improvements to the interchange ramps and the local roadways adjacent to the toll plaza. It is anticipated that the construction of the Interim Improvements project will commence in the fourth quarter of 2004 and be completed in the fourth quarter of 2005. The Final Improvements project will include a new widened toll plaza, approach roadways and ramps, and will provide improvements to the local roadway system. The transportation infrastructure improvements will alleviate severe traffic congestion on the local roadways adjacent to this interchange, and provide capacity for anticipated additional traffic for future development in the Tremley Point area of Linden. It is anticipated that the design of the Interchange No. 12 Final Improvements project, as well as the acquisition of all permits, will be completed by the end of 2005. The construction of the Interchange No. 12 Final Improvements project is anticipated to commence in the first quarter of 2006 and be completed in approximately two years. The Consultant will be required to coordinate the design of the Tremley Point Connector Road with the design of the Interchange No. 12 Final Improvements project.

A preliminary design report and preliminary plans for the preferred alternative of the proposed Tremley Point Connector Road have been developed and are available for review. The Consultant will use the preliminary design report and preliminary plans as the basis for the design and preparation of construction contract documents for this project.

Full engineering services will be required to undertake this assignment. In general, these include the following: preparing complete construction contract documents; preparing and obtaining all environmental permits; preparation of an Environmental Assessment Report; preparing utility orders; preparing right-of-way documents and agreements; developing project schedules and cost estimates; providing post design services including shop drawing review for construction contracts and other ancillary activities for the total performance of this assignment. Two Public Hearings will also be required as part of this project. One is to be held in the Borough of Carteret and one in the City of Linden. Construction supervision is specifically excluded from this assignment.

All listed firms or joint ventures which can provide a committed full-time staff required to provide the services described herein, are encouraged to submit an EOI. Firms must adequately demonstrate their ability to perform the scope of services required for this assignment. Prior successful completion on similar projects in scope and magnitude is essential for this assignment.

### Evaluation and Submission Requirements

Qualified firms or joint ventures being considered for this assignment shall submit five (5) copies of an Expression of Interest (EOI) which contains the following information:

- 1) Letter of Interest not exceeding five (5) single-sided, letter-sized pages summarizing the firm's:
  - 1) Experience of the Firm on Similar Projects
  - 2) Experience of the Project Manager on Similar Projects
  - 3) Key Personnel's Qualifications and Relevant Experience
  - 4) Understanding of the Project and Authority's Needs
  - 5) Approach to the Project
  - 6) Firms Commitment and Ability to Perform the Proposed Work and Outstanding Work with the Authority
  - 7) Commitment to Quality Management
  - 8) Attainment of SBE Participation Goals
- 2) One organizational chart, not exceeding one (1) single-sided page showing key personnel names, position, title and reporting relationships.
- 3) One (1) page single-sided resume for up to eight (8) key project personnel including subconsultants stating relevant experience including dates of assignments and professional qualifications.
- 4) One (1) page, single-sided letter size man-hour estimate, for each ASCE grade classification anticipated to be required for this project. See "Attachment to EOI Solicitation" for staffing schedule, detailed scope of work and other pertinent information needed to prepare a man-hour estimate.
- 5) One (1) page, single-sided letter size project design schedule. The design schedule should take into account the amount of time needed to obtain all required permits.
- 6) Disclosure Form A – "Outstanding Work Form" for the prime Consultant and all subconsultants (available on the Authority's website under Business Center, Professional Services, Expression of Interest, Supplemental Forms).
- 7) U.S. Government Form 254 for the Consultant and all subconsultants.
- 8) Affirmative Action Requirements – Exhibit AA1 (see Attachments to Expression of Interest Solicitation) and Exhibit AA2 (available on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms,

“Affirmative Action Employee Information Report – AA-302.”)

- 9) Affidavit of Eligibility/Disclosure of Material Litigation (available on the Authority’s website under Business Center, Professional Services, Expression of Interest, Supplemental Forms).
- 10) Small Business Enterprise Subconsulting Program (see Attachments to Expression of Interest Solicitation).

Key personnel proposed by the Consultant in their Expression of Interest shall be used in the performance of this assignment. The Consultant shall not include alternate staffing in their Expression of Interest. The Consultant shall not substitute the Project Manager or any key personnel, including any subconsultant’s key personnel, during the performance of this assignment without prior written notification to the Authority. Approval for substitute personnel shall be granted at the Authority’s sole discretion.

If the EOI submittal is incomplete, or the Consultant does not meet any one of the above requirements, the EOI may be rejected at the sole discretion of the Authority. Expressions of Interest are limited to a total of sixteen (16) single-sided letter-sized (8 ½” x 11”) pages, exclusive of the Disclosure Form, Form 254, and the Affidavit of Eligibility/Disclosure of Material Litigation Form. Pages in excess of the limitation for each of the EOI criteria specified above, will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

Expressions of Interest must be submitted no later than 4:00 p.m., on August 25, 2004. Consultants will be fully responsible for the delivery of their EOIs. Reliance upon the U.S. Mail or other carriers is at the Consultant’s risk. Late EOIs will not be considered. EOIs should be delivered to:

New Jersey Turnpike Authority  
King Georges Post Road  
P.O. Box 5050  
Woodbridge, New Jersey 07095  
Attn: Engineering Department, Highways Section  
Richard Brundage, P.E., Project Engineer

Inquiries concerning the RFEOI are to be directed in writing to Richard Brundage, P.E., Project Engineer, Highways, New Jersey Turnpike Authority, King George Road, P. O. Box 5050, Woodbridge, New Jersey 07905. Inquiries by FAX are acceptable. The Fax number is (732)

293-3681. The inquiry deadline is 5:00 p.m., August 16, 2004. The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Internet on August 19, 2004. Consultants will be responsible for submitting their EOIs in accordance with the RFEOI and any modifications, revisions and/or clarifications thereto as a result of the posted responses.

The EOIs will be ranked on the basis of numerical scores. For this project, the rating factors and weights are:

<b><u>Rating Factors</u></b>	<b><u>Weighting %</u></b>
1) Experience of the Firm on Similar Projects	15
2) Experience of the Project Manager on Similar Projects	15
3) Key Personnel's Qualifications and Relevant Experience	15
4) Understanding the Project and Authority's Needs	15
5) Approach to the Project	15
6) Firms Commitment and Ability to Perform the Proposed Work and Outstanding Work with the Authority	10
7) Commitment to Quality Management	10
8) Attainment of SBE Participation Goals	5

Following a review of submitted Expressions of Interest, the Authority will solicit Technical and sealed Fee Proposals from three to five firms it deems the most qualified based on the EOI evaluation. Upon review of the Technical Proposals, Oral Presentations may be requested with the highest ranking firms prior to the opening of the Fee Proposals. All respondents will be notified at the completion of the process regarding their status.

As part of the Consultant's submission of an EOI, the Consultant shall disclose to the Authority all contractual relationships with any third parties which create an actual or perceived conflict of interest with regard to the Consultant's duty of professional loyalty to the Authority. If the Authority, in its sole discretion, determines that any such relationship will create an actual or perceived conflict of interest, and the Consultant is unable or unwilling to terminate that contractual relationship, then the Consultant will not be permitted to submit a Technical and Fee Proposal and will not be awarded this OPS. The Consultant's duty to disclose such contractual relationships to the Authority shall constitute a continuing obligation of the Consultant during the performance of services to the Authority.

If the Consultant is required to submit such a disclosure, it shall be provided in a separate section of the EOI and this section shall not count toward the above stated page limitation.

The NJTA has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is attached. By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

Insurance coverages and an indemnification agreement which will be required by the successful Consultant are contained in the attachment entitled "INSURANCE AND INDEMNIFICATION."

All Prime Consultants or joint ventures must have on file with the Authority a "Professional Service Prequalification Questionnaire" (PSPQ) prior to the submission date.

Very truly yours,

Richard J. Raczynski, P.E.  
Chief Engineer

RJR/lct  
Attachments

cc: R. J. Grimm, P.E.  
J. L. Williams, P.E.  
J. M. Keller, P.E.  
R. Brundage, P.E., (Project Engineer)  
J. Ferrandino  
File

## **CONSULTANT LIST**

### **ORDER FOR PROFESSIONAL SERVICES NO. 2052 DESIGN OF TREMLEY POINT CONNECTOR ROAD PROJECT**

**Profile Code A090 – “New Bridges”**

**and**

**Profile Code A251 – “Arterials Other Than Fully Controlled Access Highways”**

Alaimo Group	Liro-Kassner, Inc.
Amercom Corporation	Maguire Group, Inc.
Ammann & Whitney Corp.	Maser Consulting, P.A.
Arora & Associates, P.C.	McCormick, Taylor & Associates, Inc.
Berger, Lehman Associates, P.C.	Michael Baker Jr. Inc.
Boswell Engineering	Parsons Brinckerhoff-Q&D, Inc.
Buchart-Horn, Inc.	Parsons Transportation Group, Inc.
Chilton Engineering, Inc.	Pennonni Associates Inc.
Churchill, P.C.	QBS International, Inc.
Consoer Townsend Envirodyne Engineers	Remington & Vernick Engineers
Dewberry	Schoor DePalma Inc.
DMJM+Harris, Inc.	Site-Blauvelt Engineers, Inc.
Earth Tech	STV Incorporated
Edwards & Kelcey, Inc.	T & M Associates
El Taller Colaborativo, P.C.	Taylor, Wiseman & Taylor
Gannett Fleming, Inc.	The Louis Berger Group, Inc.
Garg Consulting Services, Inc.	The RBA Group
Greenman-Pedersen, Inc.	Urban Engineers, Inc.
Hatch Mott MacDonald	Urbitran Associates, Inc.
HNTB Corporation	Vollmer Associates, LLP
Infra Tech Associates	Washington Group International, Inc.
Jacobs Civil, Inc.	Weidlinger Associates, Inc.
Kupper Associates	Wilbur Smith Associates
Lichtenstein Consulting Engineers, Inc.	

ATTACHMENTS  
TO  
EXPRESSION OF INTEREST SOLICITATION  
FOR  
DESIGN OF TREMLEY POINT CONNECTOR ROAD PROJECT

**ORDER FOR PROFESSIONAL SERVICES NO. 2052**

August 6, 2004

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## **SECTION I**

### **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

#### **Professional Corporation**

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by NJSA 45:8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the "Professional Service Corporation Act," P.L. 1969, c. 232 (N.J.S.A. 14A:17-1 et seq.), are exempt from this requirement.

#### **Signatures**

Fee proposals must be signed by an officer authorized to make a binding commitment.

#### **Incurring Costs**

The NJTA shall not be liable for any costs incurred by any consultant in the preparation of its EOI for the services requested by this EOI solicitation.

#### **Addendum to EOI Solicitations**

If at any time prior to receiving EOI's it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be provided to each consultant.

#### **Acceptance of EOI's**

The NJTA may award an Order for Professional Services (OPS) for these services to a proposer that the NJTA determines best satisfies the needs of the NJTA. The EOI does not in any manner or form commit the NJTA to award any OPS. The contents of the EOI's may become a contractual obligation, if, in fact, the proposals are accepted and an OPS is entered into with the NJTA. Failure of a proposer to adhere and/or honor any or all of the obligations of the EOI's may result in cancellation of any award of OPS by the NJTA.

#### **Rejection of EOI's**

The NJTA shall not be obligated at any time to award any OPS to any consultant.

### Final Contract

Any OPS entered into with a selected consultant shall be a contract that shall be satisfactory to the NJTA in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

Proposers are advised that the following language is included in the OPS regarding professional standard of care:

The Authority's Chief Engineer may disapprove at any time any item of service by the Consultant if such item is not in accordance with the requirements of this Order for Professional Services or the standard of care of the Consultant as set forth in this Section. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of nonfulfillment of the foregoing warranty, the Consultant shall promptly re-perform at the written request of the Authority made at any time within a one (1) year period after the Authority's acceptance (by use) of the services, such corrective services (within the original scope of the Consultant's services) as may be necessary to conform to the foregoing warranty; provided further, however, that the Authority's Chief Engineer shall have the right throughout the course of the entire project to review the Consultant's work and request changes and corrections so that the services of the Consultant conform to the requirements of this Order for Professional Services and standard of care. All costs incurred by the Consultant in performing such correction services shall be borne by the Consultant.

### Dissemination of Information

Information included in this document or in any way associated with this project is intended for use only by the consultant and the NJTA and is to remain the property of the NJTA. Under no circumstances shall any of said information be published, copied or used, except in replying to this EOI solicitation.

### News Releases

No news releases pertaining to this project to which it relates shall be made without NJTA approval, and then only in coordination with the issuing office and the NJTA Media Relations Coordinator.

### Public Records

Any proposal received from a proposer under this EOI solicitation constitutes a public document that will be made available to the public upon request. A proposer may request the Director of Law to deem certain sections of its EOI containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the Director of Law.

## **SECTION II**

### **PROJECT OVERVIEW**

The New Jersey Turnpike Authority shall retain through this solicitation a Consultant to provide design services for the Turnpike Authority's Tremley Point Connector Road project.

The Consultant is responsible to further the preliminary design, develop contract documents, perform utility coordination, right of way document preparation, environmental document preparation, and the performance of all other ancillary activities required to construct the Tremley Point Connector Road project.

The Turnpike Authority is currently advancing the final design of the Interim Improvements project at Interchange 12. The Interim Improvements project will improve local access to the interchange by constructing a portion of the final improvements. It is expected that the design of the Interim Improvements will be completed in September 2004. It is anticipated that the construction of the Interim Improvements project will commence in the fourth quarter of 2004 and be completed in the fourth quarter of 2005. It is anticipated that the design of the Interchange No. 12 Final Improvements project will commence in August 2004 and be completed by the end of 2005. The construction of the Final Improvements project is anticipated to commence in the first quarter of 2006 and be completed in approximately 2 years. The Consultant must coordinate the design of the Tremley Point Connector Road with the design of the Interchange No. 12 Final Improvements project.

A preliminary design report dated July 9, 2004, preliminary plans and other documentation have been developed for the Tremley Point Connector Road project. All of these documents are available for review at the Authority's Administration Building in Woodbridge.

Section III identifies the Scope of Services to be performed by the Consultant. The Consultant will account for all project needs in their Expression of Interest and Technical and Fee Proposals. Technical and Fee Proposals will only be required from short-listed firms.

All services provided by the Consultant shall be in conformance with Authority's standards of quality. Since this project will be owned by others, the design of the project shall follow New Jersey Department of Transportation design criteria and the AASHTO publication, a Policy on Geometric Design of Highways and Streets, 2001 design criteria, except as may be noted. The preparation of plans, utility orders, right-of-way documents, etc., shall be in accordance with the Authority's Standards as may be found in the Design Manual dated 1987, Design Standards, Standard Drawings, the 1987 Standard Specifications and the Standard Supplementary Specifications. These publications and drawings may be purchased from the Authority by contacting John Ferrandino, Chief Drafter, telephone: (732) 442-8600 Ext. 2220.

The Consultant is directed to the reference materials identified in Section III which are available for review at the Turnpike Authority's Administration Building. These documents provide an overview of the project and identify some of the issues to be addressed in this assignment. It is strongly recommended that the Consultant make arrangements to review these materials prior to responding to this solicitation by contacting John Ferrandino, Chief Drafter, telephone: (732) 442-8600, Ext. 2220.

## **SECTION III**

### **SCOPE OF SERVICES**

#### **Introduction**

The Tremley Point Connector Road will link Industrial Road in the Borough of Carteret, Middlesex County, with Tremley Point in the City of Linden, Union County. The proposed Connector Road will allow for a direct link between the Tremley Point redevelopment area and the new widened toll plaza at Interchange No. 12. The Authority's Final Improvements project at Interchange No. 12 will provide for the construction of a new toll plaza with greater capacity than the existing toll plaza, reconfiguration of the toll plaza entry and exit ramps, and improvements to the local roadways in the vicinity of the toll plaza. The proposed Connector Road will consist of the construction of a bridge, approximately 600 feet long, over the Rahway River, a bridge over Conrail Railroad tracks, and associated roadway approaches supported by walls and embankments. The Connector Road contract will include, but not be limited to, the construction of two new bridge structures, roadway pavement, retaining walls, stormwater management and water quality facilities, roadway lighting, signing and traffic signalization.

The Tremley Point Connector Road is proposed to be a four lane elevated roadway consisting of one 12' wide inner lane, one 15' wide outer lane and a 3' wide right shoulder in each direction with opposing traffic separated by a solid double yellow traffic stripe. The length of the proposed Connector Road is approximately 5,750 feet. A grade separated crossing of the Conrail tracks will be required. To accommodate the grade separation at the railroad, the Connector Road and Industrial Road will be raised to allow the Connector Road to cross over the railroad. The bridge over the railroad will include piers that will be located to allow the structure to span the utilities that parallel the railroad and the Kinder Morgan driveway. The profile of Industrial Road will be raised during the construction of the Interchange No. 12 Final Improvements project. A more detailed description of the proposed roadway is included in the "Preliminary Design Report for Connector Road between Industrial Road (Carteret) and Tremley Point Road (Linden)," dated July 9, 2004, prepared by Edwards and Kelcey. Preliminary plans, profiles and typical cross sections of the Connector Road have also been developed by Edwards and Kelcey and are listed as available reference material.

It is anticipated that the construction of the Interchange No. 12 Final Improvements project will commence in the Spring of 2006. The Consultant will be expected to keep abreast of the progress of construction to be aware of field changes to the plans which may affect the scope and details of the preparation of contract documents for the Tremley Point Connector Road project. The Consultant shall also coordinate the design of the Tremley Point Connector Road project with the design of the Final Improvements project. The Consultant should be aware that design coordination is anticipated to be required with development projects proposed in the vicinity of the Tremley Point Connector Road project.

## **General**

The Consultant shall perform all duties and responsibilities required for this assignment. For the purpose of this RFEOI and subsequent Request for Proposal, the terms "Consultant" and/or "Firms" which are used throughout these documents, shall not only mean the Engineering Firm, but also joint venture consultants and/or subconsultants retained by the Engineering Firm for this assignment.

The Consultant shall be responsible for the thorough understanding of the project requirements, including all applicable codes, environmental permits, and regulations for all aspects of this project. All design elements must be in full compliance with all applicable codes, regulations and standards, and shall consider all technical guidelines available. It will be the Consultant's responsibility to bring to the attention of the Authority during the RFEOI process, or at the time during the submission of the EOI or the Technical or Fee Proposals, any errors, omissions or non-compliance discovered in the RFEOI or subsequent Request for Proposals. By neglecting to do so, the Consultant will be responsible to make any resulting changes without additional compensation.

The Consultant will be responsible for supporting the Authority's efforts to comply with Executive Order No. 172 (E.O.172) which requires that transportation agencies solicit public input regarding proposed transportation projects and in this regard, the Authority is planning to hold two Public Hearings, one in the City of Linden and one in the Borough of Carteret for the Tremley Point Connector Road project. The Consultant's services for the E.O.172 Public Hearings shall include, but not be limited to, arrangements for the facilities, preparing all necessary exhibits and newsletters, assisting the Authority's personnel with the oral presentation of the project at the hearings, preparing the Final Hearing Reports and assisting the Authority in satisfying all E.O.172 requirements. This effort shall be performed in close coordination with the Turnpike Authority's Project Engineer. No contact shall be made with the public or municipal, county or state officials unless authorized in advance by the Authority.

## **Design Services**

The Consultant is responsible to undertake any and all activities required to prepare contract documents and all ancillary activities to effectuate the design process. As such, it is anticipated that the Consultant will be required to perform, at a minimum, the services outlined below. It is, however, expressly stated that the Consultant is responsible to account for any and all work activities, whether identified below or not, necessary for the total performance of this assignment. The Consultant shall account for all work activities required for this project and shall identify any additional services that will be required for the total performance of this assignment.

- A) Project Mapping - Digital aerial photography in Auto Cadd format is available of the Interchange 12 Project area as identified in the reference material. The Consultant shall obtain any subsequent mapping as required to prepare the necessary documents. It is anticipated that 1" = 30' scale base mapping shall be developed with 1' contours and break lines. A survey control report shall be made available to the Consultant.

If the Consultant determines that the limit of mapping furnished by the Authority should be extended to adequately cover the project area, such additional mapping shall be obtained by the Consultant by an appropriate cost effective means.

- B) Survey - The Consultant shall supplement the base mapping with field surveys as required to obtain accuracy in preparation of the procurement documents. Supplemental surveys shall also be performed to determine existing rights-of-way and property boundaries necessary for the development of right-of-way acquisition documents, location of geotechnical/environmental subsurface testing, location of utilities, drainage facilities; establishing existing roadway, railroad facilities and utilities; surveys at existing structures to establish locations and clearances; survey necessary for establishing existing right-of-way and proposed monumentation and other incidental survey work as may be required in the performance of the design efforts. The Consultant will be responsible for updating mapping as may be required to account for the Interim Improvements currently being designed, and the Final Improvements project which will be under design in August 2004.
- C) Preliminary Design Review and Compatibility - The Consultant shall thoroughly review the preliminary design report, dated July 9, 2004, for compatibility, constructability, environmental impact (to the extent possible, utilizing information identified in the reference material), cost effectiveness, and other items not specifically listed.
- D) Plans – Contract Documents and other ancillary items shall be prepared and submitted in accordance with the Authority's requirements as specified in the Authority's Design Manual under Section 3 – Design Procedures and Section 4 – Highways Plan Preparation. However, the actual design criteria governing roadway geometry, superelevation rates, pavement design, clear zone width, signalization design, etc., shall be to AASHTO/NJDOT/County standards in English units.
- E) Structures – Bridge and structure design shall follow NJDOT practice as set forth in the current edition of the NJDOT Design Manual-Bridges and Structures. HS 25 live loadings will apply. In accordance with Section 44 of the Manual for bridges not on the NHS (non-State-owned, non-Federal Aid), the design method shall follow current AASHTO Standard Specifications for Highway Bridges. The Consultant shall prepare a report discussing the various structural alternatives for bridges and structures included in

the project. The report shall analyze alternatives and present recommendations based on constructability, cost, results of the subsurface investigation program to be prepared, executed and supervised by the Consultant, and subsequent geotechnical recommendations, environmental impact, maintenance requirements, aesthetics, etc. The report shall include sketches showing proposed clearances, structure cross sections and other pertinent information.

Upon the Authority's review and approval of recommendations contained in the structural report, the Consultant shall prepare final structural design plans as specified in the Authority's Design Manual.

- F) Signing – The Consultant shall prepare a preliminary Signing Plan at 200 scale that identifies the location, message, size and type of proposed sign panels and sign structures anticipated to be constructed, modified and or demolished within the limits of the project. Upon the Authority's review, the Consultant shall prepare final signing plans.
- G) Traffic Signal Design – The Consultant shall design the proposed traffic signals to be installed at the Connector Road/Tremley Point Road intersection. Signal design and phasing shall be coordinated with the design of the signalization at the Industrial Road/Connector Road intersection. The Consultant shall be responsible for the complete design of the intersections including, but not limited to: performing traffic counts, establishing design year projections, recommending the number and configuration of lanes and establishing signal timing and coordination. The Consultant shall coordinate with, provide phase review documents and obtain all approvals and permits required by the NJDOT, Middlesex and Union Counties for the proposed signalization.
- H) Geotechnical Engineering - The Consultant shall conduct a subsurface exploration program as required to supplement the existing data already obtained and made available by the Authority. The results of the subsurface exploration program shall be presented in a format to be included as part of the contract documents.

The Consultant shall obtain, as necessary, subsurface environmental information including soil and groundwater samples for testing and laboratory analysis. Field supervision and all costs associated with the testing of the environmental sampling will be the Consultant's responsibility.

- I) Right-of-Way Engineering - The Consultant shall prepare final right-of-way acquisition documents based on the proposed design developed by the Consultant. The plans shall be prepared in accordance with Section 15 of the Authority's Design Manual. In addition, Series III, Condemnation Maps, are specifically included for this assignment for

all parcels. Right-of-way for construction access and environmental mitigation shall also be considered in the development of right-of-way documents. Right-of-way documents shall comply with the New Jersey Map Filing Law.

The Consultant is advised that the right-of-way acquisition process performed by the Authority requires a minimum of six to eight months from receipt of final right-of-way acquisition documents in order to obtain right-of-entry from property owners.

- J) Utility Engineering -The Consultant shall identify existing utilities within the proposed project area. The existing utilities shall be evaluated for potential conflicts with the proposed design. Preliminary schemes of relocation shall be coordinated with the utility companies in order to provide the project's utility relocation requirements within the procurement documents. This effort shall also include coordination with the railroad in order to establish the design and construction requirements of the proposed Connector Road with regard to the railroad crossing.

The Consultant shall be responsible to provide for and make arrangements to undertake any and all activities necessary for test pits to verify the location of major utilities that may be impacted by the design. All costs, including test pits, site inspection, etc., associated with this work shall be included in the Consultant's fee proposal as a direct expense.

- K) Environmental Permits - It is anticipated that a Stream Encroachment Permit, Freshwater Wetlands Individual Permit, Waterfront Development Permit and a Riparian Instrument will be required from the NJDEP for this project. The construction of the Connector Road will require a Soil Erosion and Sediment Control Plan certification from the Freehold and Somerset-Union Soil Conservation Districts. The project will also require authorization under NJDEP's Construction Activity Stormwater General Permit Program of the New Jersey Pollutant Discharge Elimination System (NJPDES), administered by the NJDEP and the SCD.

The alignment of the Connector Road traverses large tidally influenced freshwater wetland areas on both sides of the Rahway River. Approximately 8 acres of wetlands will be impacted by the alignment of the roadway. The NJDEP will be requiring mitigation for the wetlands impacts. The Authority prefers the purchasing of wetlands credits over the construction and maintenance of wetlands mitigation sites.

It is expected that the issue of contaminated soils will have to be addressed during the design of the Connector Road project. Existing soil and groundwater sampling reports are available for the Consultants review. Additional environmental contamination soil and groundwater testing may be required for design, the right-of-way procurement process and also for the contract documents. The Consultant shall perform all activities

necessary to obtain the appropriate information as needed.

Since the Connector Road will traverse over the Rahway River, a navigable river, U.S. Coast Guard (USCG) approval will be required. The vertical clearance will be subject to the approval of a Section 9 Bridge Permit. In addition, a U.S. Army Corps of Engineers (USACE) Section 10/404 Individual Permit will be required for the placement of structures and fill within navigable waters and tidally influenced wetlands. An Environmental Assessment (EA) pursuant to the National Environmental Policy Act (NEPA) will need to be prepared to assist the USCG, USACE and other regulatory agencies in their review of the project. The EA will be prepared to determine whether the proposed Connector Road will have potentially significant effects on the environment. If significant impacts are identified, an Environmental Impact Statement (EIS) would be required. For the purposes of preparing this EOI, the Consultant should assume that an EIS will be required. If the impacts of the project after mitigation are less than significant, a Finding of No Significant Impact (FONSI) document may be necessary.

- L) Stormwater Management/Water Quality Measures – The Consultant shall prepare a final roadway drainage design. The design shall address the location and size of detention, retention and/or water quality basins in conformance with NJDEP’s new water quality requirements. Since the alignment of the preferred alternate is within the 100 year tidal flood area, water quantity controls will not be required in accordance with NJDEP Stream Encroachment / Waterfront Development Regulations. Water quality control may need to be addressed for proposed drainage connections to existing drainage facilities with inadequate capacity or to address soil erosion stability issues at new outfalls. The primary method of addressing water quality will be the use of dry or wet stormwater management basins, supplemented with a treatment train that could include underground water quality chambers, as necessary.
- M) Agreements - The Consultant will be required to prepare all Agreements that will be necessary for the proposed roadway improvements to be constructed for this project. The types of agreements typically required include; Jurisdiction and Maintenance, Railroad, and Occupancy. The Consultant shall verify the applicability of these Agreements and determine if other agreements may be required for this project.
- N) Project Deliverables – The preparation of contract plans, specifications and estimates shall be in accordance with the Authority’s Design Manual unless noted otherwise herein. A Phase A submission is not required for this assignment.

It is specifically noted herein that the contract document review process is intended to be a review of the documents in a general manner only. Review submissions and comments

shall not be construed as a comprehensive review or detailed checking of the Consultant's work by the Authority or its representatives. It remains the Consultant's professional responsibility to design and prepare the documents in accordance with proper engineering criteria and sound professional engineering judgement. The Consultant is completely responsible for all design documents, reports, supporting documentation, etc., that they prepare and it remains their responsibility to insure the integrity of the design and their work.

Deliverables for items such as right-of-way documents, Agreements and Utility Orders, if required, will likely follow the schedule outlined in the Turnpike Authority's Design Manual.

For each submission, ten (10) sets of documents shall be submitted to the Authority. Additional sets may be requested if deemed necessary to review specific design elements. The final submission shall follow the Phase "D" submission requirements found in the NJTA Design Manual. Included with this submission, the Consultant shall provide to the Authority, at no additional cost, the electronic file(s) of the procurement documents.

- O) Post Design Services – The Consultant will be responsible to provide all of the required post design services for this construction contract. The Consultant shall attend the bid opening. The bids must be analyzed by the Consultant. The low bid must be recommended for acceptance or rejection by the Consultant. Attendance at the pre-construction meeting will also be required. The consultant shall be responsible for the review of all shop drawings and attendance at the final inspection meeting. Construction supervision services are not included in this OPS.

### **Project Administration**

- A) Project Coordination – The Consultant shall coordinate its activities with Authority personnel throughout the course of this project. Early on, the Consultant shall establish a means of coordinating and reporting its activities with the Authority's Project Engineer to ensure an expeditious exchange of information. The Authority shall be informed of all meetings with other agencies, government officials and/or groups so that Authority personnel can attend if necessary.

Throughout the duration of the project, the Consultant shall maintain a document control system recording the disposition of all documents associated with the project. The Consultant shall also prepare a detailed project schedule using Primavera or SureTrak software for activities to be completed during the Design Phase. The schedule shall identify all submission dates, review times, major activities, durations, critical path items, interdependencies, etc., to complete the scope of service required for the project.

Monthly updates of the approved schedule shall be submitted in progress reports.

The Consultant shall work in harmony with any and all firms that have been and may be retained by the Authority for this project. The Consultant is responsible to the Authority for the work of its subconsultants.

The Consultant may be required to meet with representatives from appropriate Federal, State, County, Municipal, Utility and other private or public organizations or agencies, as necessary to effectuate the completion of work items. High level meetings will be attended by the Authority as required. Other meetings for the purpose of discussing typical design related issues are anticipated to be attended solely by the Consultant. The Consultant will prepare, in a timely manner, all memoranda of meetings attended with copies to the Authority, and others as appropriate. The Consultant is responsible for the preparation of all necessary displays, exhibits and like material as needed for the meetings.

- B) Consultant's Project Manager - The Consultant's Managing Principal, the Consultant's Project Manager and all subconsultant Project Managers assigned to this project shall possess a valid New Jersey Professional Engineers license and shall not be removed from the project without prior written approval from the Authority's Chief Engineer or his representative. The Consultant shall also present to the Authority for approval, appropriate personnel to be assigned for the position vacated.
- C) Progress Reports - The Consultant will be responsible to prepare and submit monthly progress reports indicating percent of work complete by task, work completed in the last month, work to be performed, actions/decisions required by the Authority, and the status of the project's schedule and budget. Reports must be submitted on a monthly basis and shall coincide with the invoice submitted for the same time period. Progress reports shall contain monthly updates of the approved schedule prepared by the Consultant.
- D) Status Meetings – The Consultant will be required to attend monthly project status meetings through out the duration of the project. These meetings are expected to occur at the Turnpike Authority's Engineering Department offices.
- E) Invoicing Requirements - All invoices shall be consecutively numbered and shall contain the Order for Professional Services No. 2052. Invoices will not be processed before the progress report for that month's activities have been submitted.

Invoices are required to be submitted on a monthly basis. They shall be submitted to the Authority within 15 business days of the cut-off date. The Consultant shall submit time sheet summaries. Individual employees' time sheets are not required, unless specifically requested by the Authority. Direct expenses shall be reimbursed in accordance with the expenses identified elsewhere in this document.

The Consultant shall immediately notify the Authority's Project Engineer in writing when the percentage of fee earned exceeds the project percent complete. The Consultant shall implement at once the necessary adjustments and/or make recommendations to alleviate this condition. Failure to do so will put the Consultant at risk of having to absorb any costs beyond the authorized fee.

The Consultant shall be responsible to submit to the Authority for approval the wage rates of personnel that will be working on the project.

The Authority reserves the right to, at any time and without notice, audit the Consultant or their subconsultants. All agreements and/or contracts between the Consultant and their subconsultants shall include specific language that provides the Authority the ability to audit the subconsultant at any time and without notice.

### **Reference Material Available**

The following reference material is available for review at the Turnpike Authority Administration Building, New Brunswick, New Jersey. Consultants wishing to review this material must make prior arrangements by contacting John Ferrandino, Chief Drafter at: (732) 442-8600, Ext. 2220.

- A) Interchange 12 Improvements, Tremley Point Connector Road, Preliminary Design Report for the Connector Road between Industrial Road (Carteret) and Tremley Point Road (Linden), dated July 9, 2004, prepared by Edwards & Kelcey (E&K).
- B) Interchange 12 Improvements, Preliminary Geotechnical Report for Connector Road, dated June 25, 2004, prepared by E&K.
- C) Interchange 12 Improvements, Tremley Point Connector Road, Alternative Analysis Summary, Final Report, dated March 27, 2003, prepared by E&K.
- D) Draft Environmental Impact Statement (EIS), Tremley Point Connector Road Project, dated May 2003, prepared by E&K.
- E) Interchange 12 Improvements, Preliminary Design Report and Preliminary Design Plans for Interchange Preferred Alternative, December 2003, prepared by E&K.
- F) Interchange 12 Improvements, Alternatives Analysis Summary, Final Report, dated

February 3, 2003, prepared by E&K.

- G) Final Environmental Impact Statement (EIS), Interchange 12 Improvements Project, dated March 2003, prepared by E&K.
- H) Environmental Soil and Groundwater Sampling Report, Volumes I-III, dated December 2003, prepared by E&K.
- I) Digital Aerial Photography of the Interchange 12 project area.
- J) New Jersey Turnpike Authority Design Manuals, Standard Drawings, Design Standards and Standard Specifications.
- K) New Jersey Turnpike Authority Design Guide for the Development of CADD Files, latest edition.

## **SECTION IV**

### **PROCUREMENT & DESIGN SCHEDULE**

#### **OPS PROCUREMENT SCHEDULE**

#### **DATE**

Posting of RFEOI	August 6, 2004
Closing Date for Submittal of EOI Inquiries	August 16, 2004
Posting of EOI Inquiry Responses	August 19, 2004
Closing Date for Submittal of EOI	August 25, 2004
Request for Technical and Fee Proposals (from Selected Firms - approximate date)	September 9, 2004
Submittal of Technical and Fee Proposals	September 29, 2004
Request Interviews (approximate date)	October 8, 2004
Interview(s) (approximate date)	October 14, 2004
Anticipated Approval by NJTA Commissioners	October 26, 2004

#### **DESIGN SCHEDULE**

#### **DATE**

Notice to Proceed (anticipated)	November 12, 2004
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## **SECTION V**

### **TREMLEY POINT CONNECTOR ROAD PROJECT ORDER FOR PROFESSIONAL SERVICES NO. 2052**

	<b>Hours/Task</b>							
Classification (ASCE-Grade)	Project Mgt	Geotechnical Services	Roadway Design	Structural Design	R.O.W. Acquisition	Environmental Coordination	Post Design Services	Total Hours
Project Manager ( )								
Senior Engineer ( )								
Engineer ( )								
Junior Engineer ( )								
Survey (3 man crew)								
Other-Specify ( )								
Other-Specify ( )								
TOTAL HOURS								

Note: The above chart is intended to act as a guide. The Consultant shall modify and expand Classifications and tasks such as Signing and Lighting, Drainage, Utility Relocations, etc as required to meet project needs.

## **SECTION VI**

### **COMPENSATION BASIS**

The Fee Proposal shall be submitted as a cost-plus fee, based on reimbursement of direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times a multiplier, not to exceed 2.60, based on a 10% allowance for profit and an overhead rate of 136.4% or, the individual firm's overhead rate as determined by Federal Audit Regulation (FAR) procedures, whichever is less, plus direct expenses and subconsultant services at cost. The multiplier shall not be applied to the premium portion of overtime. The multiplier covers all overhead and profit. No expenses or costs shall be billed unless specifically included in this RFEOI.

The sealed Fee Proposal accompanying the Technical Proposal shall detail time (hours) and direct salary data for classifications conforming to ASCE Professional and Technical Grades, as shown on the staffing schedule and as modified by the Consultant to account for all required services. The ceiling amount shall be estimated to the nearest \$5,000.

Salaries shall be charged at the Consultant's standard or overtime hourly rates. Individual standard and overtime rates must be approved by the Authority prior to commencement of work or whenever the Consultant proposes that an individual's rate be changed during the term of this OPS. The Consultant is responsible for managing the assignment, adhering to the number of hours and average salary rates, as presented in the Technical and Fee proposals. Overtime must be approved by the Authority.

If cost of living, or merit increases are anticipated during the life of the assignment, the rates shall be increased accordingly with a statement as to the percent increase included. If such a statement is not provided, wage rate increases for cost of living or merit will not be approved.

Direct expenses shall include only mileage, tolls, photographic film, film processing, vendor invoiced printing of phase review documents, meeting displays/exhibits as directed by the Authority, test pits, and the costs associated with the preparation, contracting for and administration of the boring contract, soil analysis and testing, and all permit application fees required for the project. Mileage will be paid at the prevailing rate. Only mileage and tolls between the project office and the job site and the Turnpike Administration Building are reimbursable. The Consultant shall provide the estimated direct cost for these services in the Fee Proposal.

Subconsultant services are those required services performed by other firms at the Consultant's direction. These services in excess of \$5,000 must be approved in advance by the Authority.

All copies and printing of contract bid documents will be performed by the Authority. Submission documents of which ten (10) sets are required for each are to be printed by the Consultant, the cost of which is reimbursable if printed and invoiced by an independent vendor. Clear and duplication-ready contract documents prepared by the Consultant shall be furnished to the Turnpike Authority. Overnight delivery charges will be paid by the Authority if said delivery is specifically requested by the Authority and agreed to in advance. Otherwise the Consultant will not be reimbursed for overnight delivery charges if the Consultant elects to use such services for his convenience. This shall also apply to the Consultant's subconsultants.

## **SECTION VII**

### **AFFIRMATIVE ACTION**

The Consultant must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap.

In addition, the consultant must state in the EOI that it agrees to fulfill all requirements and goals. The appropriate form must be completed and submitted to the NJTA by the selected consultant immediately after being notified of award of the OPS.

Exhibit AA1 - Mandatory Language for Professional Service Contracts.

However, if a firm maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form.

The Authority's form is available on its website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, "Affirmative Action Employee Information Report - AA-302."

## EXHIBIT AA1

### P.L. 1975, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Order for Professional Services, the Consultant agrees as follows:

- (a) The Consultant or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- (b) The Consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- (c) The Consultant or subconsultant, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Consultant or subconsultant, where applicable, agree to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The Consultant or subconsultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

- (f) The Consultant or subconsultant agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The Consultant or subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- (h) The Consultant or subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- (i) The Consultant and its subconsultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

## **SECTION VIII**

### **AFFIDAVIT OF ELIGIBILITY/DISCLOSURE OF MATERIAL LITIGATION**

The Consultant must submit an Affidavit of Eligibility/Disclosure of Material Litigation on the form available on the Authority's website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, "Affidavit of Eligibility Form."

## **SECTION IX**

### **CODE OF ETHICAL STANDARDS**

By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division of Ethical Standards of the State of New Jersey. The Code of Ethical Standards is available on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms, "NJTA Code of Ethical Standards."

## **SECTION X**

### **INSURANCE AND INDEMNIFICATION**

Insurance coverages and an indemnification agreement, which will be required by the successful Consultant, are listed on the Authority's website under Business Center, Professional Services, Expressions of Interest, Supplemental Forms, "Routine and Complex Order For Professional Services Agreement."

## **SECTION XI**

### **DISCLOSURE FORM – OUTSTANDING WORK**

#### **Re: Disclosure Form – Outstanding Work**

The Consultant must submit for itself or each member of the joint venture, and all subconsultants the Disclosure Form titled “Outstanding Work Form” on the form available on the Authority’s website under Business Center, Professional Services, Expression of Interest, Supplemental Forms, “Disclosure Form – Outstanding Work.”

Please be advised that the Disclosure Form must allot for all work being performed for the Authority, which includes both the Turnpike and Parkway Divisions.

## **SECTION XII**

### **NEW JERSEY TURNPIKE AUTHORITY SMALL BUSINESS ENTERPRISE SUBCONSULTING PROGRAM**

It is the policy of the New Jersey Turnpike Authority (the “Authority”) that Small Business Enterprises (“SBE”) as determined and defined by the New Jersey Commerce and Economic Growth Commission (“Commerce Commission”) and the Department of the Treasury (“Treasury”) in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of consultant services. The Authority is seeking participation of these SBEs for the issuance of certain Orders for Professional Services (OPS). Your Expression of Interest (EOI) must include a goal of awarding at least twenty-five (25%) percent of the total value of the OPS to subconsultants who are registered with the Commerce Commission as a SBE. The Consultant must submit proof of its subconsultants SBE registration. In the event that the Consultant cannot comply with the goal set forth above, prior to the time of the award, the Consultant must demonstrate to the Authority’s satisfaction that a good faith effort was made to accomplish the above stated goal.

In order for the Authority to monitor and report SBE participation during the course of the OPS pursuant to N.J.A.C. 17:14-5.2, the consultant shall submit evidence of SBE participation in a form acceptable to the Authority, with each invoice for payment. Invoices for Payment submitted without the completed SBE Form will not be processed.

If the Consultant, for any reason, at any time during the course of the OPS, intends to make any additions, deletions or substitutions to the list of firms on the SBE form submitted to the Authority, the Consultant shall submit such proposed changes for approval. Any such proposed changes must comply with the requirements and procedures set forth herein.

Evidence of a “good faith effort” includes, but is not limited to:

1. Consultant shall request a listing of small businesses from the Commerce Commission and the Authority and attempt to contact same;
2. Consultant shall keep specific records of its efforts, including the names of businesses contacted and the means and results of such contacts, receipts from certified mail and telephone records;
3. Consultant shall provide proof of solicitations of SBEs for their services, including advertisements in general circulation media, professional service publications and minority and women focus media;

4. Consultant shall provide evidence of efforts made to identify work categories capable of being performed by SBEs;
5. Consultant shall provide all potential subconsultants with detailed information regarding the project description;
6. Consultant shall attempt, wherever possible, to negotiate lower prices with potential SBE subconsultants which submitted higher than acceptable fee estimates; and
7. Efforts made to use the services of available community organizations, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Consultant shall maintain adequate records to document their efforts and will provide same to the Authority upon request.